REMARKS

Applicants have studied the Office Action dated August 8, 2007 and have made amendments to claims 1-10, 12, and 14-15 and have added new claims 16-17. No new matter has been added. Claims 1-10, 12, and 14-17 are pending in the application. Reconsideration and allowance of the pending claims in view of the following remarks are respectfully requested. Applicants submit that the application is in condition for allowance. In the Office Action, the Examiner:

- objected to the previous amendment filed on May 29, 2007 under 35 U.S.C. 132(a) for allegedly introducing new matter into the disclosure;
- rejected claim 1 udder 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement;
- rejected claims 1 and 14-15 under 35 U.S.C. 112, second paragraph, for failing to particularly point out and distinctly claim the subject matter;
- rejected claims 1-10 and 14-15 under U.S.C. § 102(e) as being unpatentable by Douglas et al. (U.S. Patent No. 6,039,688); and
- rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Ballantyne et al. (U.S. Patent No. 5,867,821).

Objection To The Specification

As noted above, the Examiner objected to the previous amendment filed on May 29, 2007 under 35 U.S.C. 132(a) for allegedly introducing new matter into the disclosure. In particular, the Examiner states that the added language of "receiving a premium or contribution payment from the members of the medical insurance scheme" is not supported by the original disclosure. Applicants respectfully disagree with the Examiner and assert that the Specification as originally filed does in fact support this language. For example, paragraphs [0012]-[0016] provide support for this language. In particular, paragraph [0013] states "...the business of undertaking liability in return for a premium or contribution". This provides clear support for "receiving a premium or contribution payment from the members of the medical insurance scheme". However, to

further clarify the present invention, Applicants have amended independent claim 1 to further recite: "receiving, by an insurance provider, one of a premium payment [[or]] and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment". Accordingly, Applicants respectfully suggest that the objection to the Specification under 35 U.S.C. 132(a) has been overcome and should be withdrawn.

Rejection Under U.S.C. § 112

As noted above, the Examiner rejected claim 1 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. In particular, the Examiner states that the language of "receiving a premium or contribution payment from the members of the medical insurance scheme" is not described in the specification in such a way to reasonable convey to one skilled in the relevant art that at the inventor(s), at the time the application was filed, had possession of the claimed invention. Applicants respectfully disagree with the Examiner. As discussed above, paragraphs [0012]-[0016] provide support for this language. In particular, paragraph [0013] states "...the business of undertaking liability in return for a premium or contribution". This provides clear support for "receiving a premium or contribution payment from the members of the medical insurance scheme". However, to further clarify the present invention, Applicants have amended independent claim 1 to further recite: "receiving, by an insurance provider, one of a premium payment [[or]] and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment". Accordingly, Applicants respectfully suggest that the rejection of claim 1 under 35 U.S.C. 112, first paragraph has been overcome and should be withdrawn.

As noted above, the Examiner rejected claims 1 and 14-15 under 35 U.S.C. 112, second paragraph, for failing to particularly point out and distinctly claim the subject matter. With

respect to claim 1, the above remarks and arguments are also applicable here and will not be repeated. Accordingly, Applicants respectfully suggest that the rejection of claim 1 under 35 U.S.C. 112, second paragraph has been overcome and should be withdrawn.

With respect to claim 14, the Examiner states that claim 14 still depends from cancelled claim 13. Applicants have amended claim 14 to depend from claim 1. Accordingly, Applicants respectfully suggest that the rejection of claim 14 under 35 U.S.C. 112, second paragraph has been overcome and should be withdrawn.

With respect to claim 15, the Examiner states that with respect to the language of "members only pay a once off activation fee to gain access to the plurality of health related facilities and/or services"

> [i]t is not clear what kind of fee and/or premium member has to pay; is it the premium or contribution of payment for the insurance coverage, or activation fee for plurality of health related facilities and/or services or both. Since the newly added limitation of claim 1 recites that "member paying a premium or contribution of payment of the medical insurance scheme", and there is no description or recitation about this limitation in the specification, it's not clear what kind of premium or fee the member pays and for which service.

The Specification as originally filed at paragraph [0013] recites one portion of the definition for the term "business of a medical scheme". As discussed above, paragraph [0013] states "...the business of undertaking liability in return for a premium or contribution". As can be seen from this definition, a member pays a premium and/or a contribution so that an insurance provider will undertake liability with respect to the medical insurance scheme. Applicants have amended independent claim 1 to more clearly recite: "receiving, by an insurance provider, one of a premium payment [[or]] and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment". Therefore, Applicants respectfully suggest that independent claim 1 clearly shows that a member pays a premium and/or contribution for the medical insurance plan.

With respect to claim 15, claim 15 recites "wherein the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and[[/or]] a plurality of health-related services". Claim 15 clearly shows that the "once off activation fee" is to gain access to the "at least one of a plurality of health-related facilities and a plurality of health-related services". Accordingly, Applicants respectfully suggest that the rejection of claim 15 under 35 U.S.C. 112, second paragraph has been overcome and should be withdrawn.

Rejection Under U.S.C. § 102

As noted above, the Examiner rejected claims 1-10 and 14-15 under U.S.C. § 102(e) as being unpatentable by Douglas et al. (U.S. Patent No. 6,039,688).

Douglas is directed towards a therapeutic behavior modification program that is computer based. Douglas teaches that a physician prescribes parameters and goals for a patient to achieve while participating in the modification program. A user (e.g., a patient) accesses the modification program via an electronic interface. The interface allows a user to participate with an interactive "village" and to enter data pertaining to the user's adherence to the program's parameters. A physician or case manager is able to track a user based on the information entered by the user via the interface. Douglass further teaches that a physician or case manager can modify a user's program as the user progresses through the program.

The presently claimed invention, on the other hand, now more clearly recites:

> A method of managing the use of a medical insurance plan by members thereof, the method comprising:
>
> receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;
>
> providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of
>
> relevant health services, and

assistance in defraying expenses incurred in connection with rendering such relevant health services;

defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;

offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;

allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and

allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

The Examiner states that Douglas teaches:

> receiving a premium or contribution payment from members of the medical insurance scheme (Douglas; col. 2, lines 9-22, col. 5, lines 28-34);

The Examiner further states that the "Examiner considers that the subscriber of the system would pay a premium, a contribution payment or a fee to be a subscriber or a Member" in further support of rejecting the above claim element. However, Applicants respectfully disagree. For example, col. 2, lines 9-22, col. 5, lines 28-34 of Douglas are completely silent on this claim element. These areas of Douglas merely state that a subscriber is a patient that has had a behavior modification program configured by a physician and that the patient, doctor, case advisor, and health plan payor can all provide/receive input to/from the program.

Nowhere does Douglas teach that the behavior modification program is provided to members in response to the members paying a premium and/or a contribution as part of their medical insurance plan. The Examiner is improperly reading beyond the scope of Douglas by assuming that "the subscriber of the system would pay a premium, a contribution payment or a fee to be a subscriber or a Member". Applicants respectfully remind the Examiner that a proper rejection

under 35 U.S.C. § 102(e) requires that a single reference teach (i.e., identically describe) each and every element of the rejected claims. In other words, Douglas has to explicitly teach the claim element at hand, which Douglas does not do.[1]

Furthermore, Applicants have amended claim 1 to more clearly recite:

> receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;

Douglas is completely silent on this claim element. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons.

The Examiner also states that Douglas teaches:

> providing to members who pay such premiums or make such contributions, relevant health services, and/or assistance in defraying expenses incurred in connection with rendering such relevant health services (Douglas; col. 2, lines 9-22, col. 6, lines 27-48);

Col. 2, lines 9-22 of Douglas merely states:

> The present invention therefore provides for an integrated, computer-implemented, electronically deliverable patient therapeutic behavior modification program, compliance, monitoring, and feedback system which supports the design of customized therapeutic behavior and lifestyle modification programs for subscribers; accepts the input of current health data for these patients; enables the review of these health records by a physician; enables the performance of aggregate reviews of such records by health plan payors, such as HMOs, insurance companies, and large self-insured employers; and motivates the patient to comply

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[1] See MPEP §2131 (Emphasis Added) "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of Californi*a, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim."

with the program and make the necessary lifestyle changes through an integrated system of interactive graphical interfaces.

Col. 6, lines 27-48 merely state:

> Referring to FIG. 2, an exemplary prescription form 22 contains identification information 23 such as the patient's name and identification. Using the form, the physician selects a diagnostic category 24 and prescribes a recovery program level 26. In the exemplary embodiment, eight separate diagnostic categories exist that correspond to the state of the patient's health. Category I, for example, includes patients who have suffered from a heart attack within the current year, while Category VIII includes patients who suffer from no particular ailment but are on the plan simply to promote wellness. Other categories may also be added as necessary.
>
> Depending on the diagnosis, the physician may recommend that the patient cease smoking or that he or she lose a targeted amount of weight within a certain period by circling the appropriate response in field 30. The physician may also enter other information, such as the patient's medications 32. The physician then circles or fills in desired 3-month targets 34 relating to, among other things, daily calorie intake, percent daily intake of saturated fat, maximum heart rate, and cholesterol level.

These teachings by Douglas are completely silent on "providing to members who pay such premiums or make such contributions, relevant health services, and/or assistance in defraying expenses incurred in connection with rendering such relevant health services. Applicants cannot understand how the Examiner can allege that these paragraphs of Douglas teach the above claim element.

Furthermore, Applicants have amended claim 1 to more clearly recite:

> providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of
>
> relevant health services, and
>
> assistance in defraying expenses incurred in connection with rendering such relevant health services

Douglas only teaches that health plan payor can provide input into and receive input from the behavior modification program. Douglas further teaches that a health plan payor can use the information received from the behavior modification program to perform cost analysis on behavior modification program with respect to its clients. Nowhere does Douglas teach or suggest "providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of relevant health services, and assistance in defraying expenses incurred in connection with rendering such relevant health services". Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

The Examiner goes on to state that Douglas teaches:

> defining a plurality of health-related facilities and/or services (Douglas et al.; col. 6, lines 7-13),
>
> offering the facilities and/or services to members of the medical aid scheme (Douglas et al.; col. 6, lines 27-38)

Col, 6, lines 7-13 of Douglas merely states:

> In an exemplary scenario, a physician diagnoses an individual with an ailment. The physician may then recommend a health care maintenance or recovery program which requires the patient to: take certain medications; participate in a support group; and control risk factors by altering his or her diet, following an exercise program, and managing stress levels.

The presently claimed invention, on the other hand, now more clearly recites:

> defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;
>
> offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

As can be seen from the citation of Douglas given by the Examiner, a physician determines the programs that a patient is to participate in. Nowhere does Douglas teach that an insurance provider that the member pays a contribution or premium to defines "at least one of a plurality of

health-related facilities and a plurality of health-related services to be associated with the medical insurance plan". Furthermore, nowhere does Douglas teach that the insurance provider offers "the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan". Douglas is completely silent on these claim elements throughout the entire disclosure. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

The Examiner also states that Douglas teaches

> monitoring use of the facilities and/or services by each member (Douglas et al.; col. 7, lines 54-65 and cot. 10, lines 9-16);
>
> allocating a credit value to each member according to their use of the facilities and/or services (Douglas et al.; col. 14, lines 38-42); and
>
> allocating rewards to members who accumulate credit values exceeding predetermined values (Douglas et al.; col. 14, lines 42-47).

Applicants have amended claim 1 to more clearly recite:

> monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;
>
> allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and
>
> allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

Nowhere does Douglas teach that the insurance provider monitors the members' usage of the facilities or services and then allocate a credit value and rewards to the members in response to the monitoring. In fact, with respect to rewards, Douglas only teaches that:

> The rewards feature is yet another motivational tool provided by the system. Referring again to FIG. 9, the reward "apples" icon 92 allows a user to view information on the rewards point system and how it works, as well as the user's own personal rewards account. Users may earn points by good participation in the program and by reaching certain milestones. For instance, points may be earned for good attendance at meetings, good participation during the meetings, chairing a meeting, or losing a certain amount of weight, if this was a goal to be

accomplished.

> Rewards range from the symbolic kind, such as getting "gold stars" that commend a user for his or her progress, to reward points and frequent flier miles which may be exchanged for goods in the village store 78 or plane tickets in the village travel agency 82, respectively.

As can be seen, Douglas is completely silent on an insurance provider monitoring the members' usage of the facilities or services and then allocate a credit value and rewards to the members in response to the monitoring. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

Claims 2-10, 12, and 14-17 depend from claim 1, and since dependent claims recite all of the limitations of their independent claim, claims 2-10, 12, and 14-17, also recite in allowable form. However, additional arguments are given below with respect to claims 7-10 and 16-17.

With respect to claim 7, the Examiner states that Douglas teaches:

> wherein a reward allocated to a member is linked to the amount of the member's annual claims or whether or not the member has been hospitalized in a predetermined period of time (Douglas et al.; col. 14, lines 38-42 and col. 17, line 64 to col. 18, line 5).

Applicants have amended claim 7 to more clearly recite:

> wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member [[or]] and whether or not the member has been hospitalized in a predetermined period of time.

Col. 14, lines 38-42 of Douglas merely state:

> The rewards feature is yet another motivational tool provided by the system. Referring again to FIG. 9, the reward "apples" icon 92 allows a user to view information on the rewards point system and how it works, as well as the user's own personal rewards account.

Col. 14, lines 38-42 of Douglas has nothing to do with a member's annual claims and allocating a reward to a member based on the number of annual claims and/or whether or not the member has been hospitalized in a predetermined period of time. Applicants do not understand how the Examiner can compare the above citation of Douglas to the subject matter of claim 7. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

Col. 17, line 64 to col. 18, line 5 merely state:

> Vital signs may be represented graphically for the patient, physician and case advisor. These may include charts or graphs of the patient's blood pressure 250A (FIG. 41), physical activity 254A (FIG. 42), weight 256A (FIG. 43), and cholesterol level 258A (FIG. 44). These graphs allow the physician/case advisor to review and grasp the patient's progress visually over a period of time, and help him or her determine how the patient is doing in relation to the ultimate goals that are to be achieved in the charted areas.

Once again, this citation of Douglas has nothing to do with the presently claimed "wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time". Douglas is merely teaching that vital signs can be used to determine if a patient is obtaining his/her goals. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 8, the Examiner states:

> wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on the basis of a draw, the magnitude of a member's credit value being related to the chance of winning the draw; access to health-related facilities and/or services for family members; decreased premium payments according to a predetermined scheme; and increased benefit payments according to a predetermined scheme (Douglas et al.; col. 5, lines 52-59).

Col. 5, lines 52-59 of Douglas merely states:

> In this example, the patient files 40 are identified by the patient's name and social security number. To create or modify the program for a particular patient, the administrator creates a new folder or selects a preexisting folder 42 corresponding to the patient in question.

Col. 5, lines 52-59 of Douglas is completely silent on "wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on the basis of a draw, the magnitude of a member's credit value being related to the chance of winning the draw; access to health-related facilities and/or services for family members; decreased premium payments according to a predetermined plan; and increased benefit payments according to a predetermined plan". Applicants cannot understand how the Examiner can compare Col. 5, lines 52-59 of Douglas to claim 8. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 9, the Examiner states:

> wherein a reward allocated to a member is not actually given to the member before a predetermined period has passed or the member has attained a predetermined age (Douglas et al.; col. 18, line 66 to col.19, line 2).

However, col. 18, line 66 to col., 19, line 2 only states that "FIG. 46 also shows an example of a patient who has earned reward points 324 for not having smoked for 60 days. The reward points shown here are to be cashed in at the village store 78 shown in FIG. 8." In other words, the patient in Douglas is awarded for not doing something for 60 days whereas the member in the presently claimed invention is allocated awards, but those awards are not given to the member until a predetermined time has passed and/or until the user has passed a predetermined age. Douglas would have to teach that after the patient is allocated his/her award for not smoking 60 days the patient is not given the reward until a predetermined time has passed and/or until the user has passed a predetermined age. Douglas does not teach this. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 10, the Examiner states that Douglas teaches:

> wherein the reward allocated is forfeited by the member if they are not still a member of the medical aid scheme after the predetermined period has passed or after the member has attained such predetermined age (Douglas et al.; col. 14, lines 38-47).

Col, 14, lines 38-47 have already been copied above and are completely silent on forfeiting any allocated rewards. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 15, the Examiner states that Douglas teaches:

> wherein the members only pay a once off activation fee to gain access to the plurality of health related facilities and/or services (Douglas; col. 2, lines 9-22). Examiner considers that the subscriber of this system would pay a activation fee to be a subscriber.

Claim 15 states that the members **only** pay a "once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services". In other words, the members do not have to pay a monthly fee or any other type of fee besides the "once off activation fee". The Examiner is reminded that a proper 35 U.S.C. 102 rejection requires that Douglas teach each and every element of the claims, as discussed above. Douglas does not teach that a subscriber pays any type of fee and the assumption taking by the Examiner improperly broadens the scope of Douglas. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

Applicants have also added new claims 16-17, which depend from independent claim 1. New claim 16 states:

> providing, by the insurance provider, one of a full payment and a partial payment to one of a health-related facility and a health-related service in the at least one of a plurality of health-related facilities and a plurality of health-related services that has been used by a member of the medical insurance plan, wherein the one of a full payment and a partial payment is on behalf of the member.

Nowhere does Douglas teach that the insurance provider provides a full or partial payment on behalf of the member to a facility or service provider for using the facility or service Douglas is complement silent on this claim. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

New claim 17 states:

> providing, by the insurance provider, discounted usage fees to the members for the at least one of a plurality of health-related facilities and a plurality of health-related services.

Nowhere does Douglas teach that the insurance provider provides a usage fee discount for a facility of service to a member Douglas is complement silent on this claim. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

For the foregoing reasons Applicants submit that claims 1-10 and 14-17 distinguish over Douglas. Therefore, Applicants respectfully submit that the rejection of claims 1-10, and 14-17 has been overcome and should be withdrawn.

Rejection Under 35 U.S.C. 103

As noted above, the Examiner rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Ballantyne et al. (U.S. Patent No. 5,867,821). The Examiner correctly states o page 9 of the preset Office Action that Douglas does not "expressly teach the vaccination information". However, the Examiner does on to combine Douglas with Ballantyne to overcome the deficiencies of Douglas. The remarks and arguments given above with respect to claim 1 are also applicable here and will not be repeated. Claim 12 depends from claim 1 and Douglas individually and/or in combination with Ballantyne does not teach or suggest:

> A method of managing the use of a medical insurance

plan by members thereof, the method comprising:

receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;

providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of

relevant health services, and

assistance in defraying expenses incurred in connection with rendering such relevant health services;

defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;

offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;

allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and

allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

Accordingly, the presently claimed invention distinguishes over Douglas individually and/or in combination with Ballantyne. Therefore, Applicants respectfully suggest that the rejection of claim 12 under U.S.C. § 103(a) has been overcome and should be withdrawn.

CONCLUSION

Applicants acknowledge the continuing duty of candor and good faith to disclosure of information known to be material to the examination of this application. In accordance with 37 CFR § 1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment is limited to the territory taught by the information of record.

No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by Applicants and their attorneys.

If the Examiner believes that there are any informalities that can be corrected by Examiner's amendment, or that in any way it would help expedite the prosecution of the patent application, a telephone call to the undersigned at (305) 830-2600 is respectfully solicited.

The Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account 500601.

Applicants respectfully submit that all of the grounds for rejection stated in the Examiner's Office Action have been overcome, and that all claims in the application are allowable. No Previously Presented matter has been added. It is believed that the application is now in condition for allowance, which allowance is respectfully requested.

PLEASE CALL the undersigned if that would expedite the prosecution of this application.

Respectfully Submitted,

Date: JAN 22, 2008

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